

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

RONALD RUSH,

Plaintiff,

vs.

Civil Action 2:11-CV-127
Magistrate Judge King

E.I.DuPONT DeNEMOURS
AND COMPANY,

Defendant.

STIPULATED PROTECTIVE ORDER

STIPULATED PROTECTIVE ORDER

The parties to the above-captioned matter, through their below-signed counsel, hereby stipulate and agree to the following terms and to entry of the following Order:

1. CONFIDENTIAL documents, information, or testimony, for purposes of this Order, means any document, information, or testimony designated by Defendant as CONFIDENTIAL whether said documents, information, or testimony are produced or revealed in formal or informal discovery, hearing or trial (whether in the form of testimony, deposition testimony, transcripts, interrogatory answers, document production, responses to requests to admit or otherwise) or in any motion, pleading, affidavit, brief, or other document submitted to the court.

2. As used herein, "Confidential Information" means any documents or things, answers to questions propounded in a deposition, answers to interrogatories, responses to requests for admission, or other disclosure of information which an employee would reasonably consider to be confidential and all documents which reflect proprietary information not ordinarily disseminated to Defendant's employees (except to the extent the documents are public), including but not limited to, information relating to other personnel, documents which are considered confidential business or commercial information including client documents or client information, confidential documents that embody confidential business or commercial information and other information of a sensitive, personal, proprietary or otherwise confidential nature.

3. All CONFIDENTIAL information and documents, and all information obtained exclusively from such documents, shall not be disclosed to anyone other than the following:

- a. Counsel of record and law firm employees or agents when operating in connection with this case under the direct supervision of counsel of record;
- b. The Court and related personnel including stenographers;

- c. Outside consultants or experts employed or retained by counsel of record are deemed by the parties' counsel as necessary for assisting in this action who agree to be bound by the terms of the agreement;
- d. Potential witnesses, with disclosure limited to a need-to-know basis as determined in good faith by counsel, if those witnesses agree to be bound by the terms of this agreement by executing Exhibit A;
- e. The parties and their employees.

4. Counsel of record for each party shall take the steps reasonably necessary to require adherence to this Protective Order by all qualified persons who receive confidential information and/or documents pursuant to the preceding paragraphs. All such persons shall be advised of the terms of this agreement and agree to abide by it.

5. Should one party at any time object to the restrictions on disclosure and use of CONFIDENTIAL information and documents and be unable informally to resolve the dispute with the other party, then the objecting party may, by motion, submit the dispute to the Court for resolution. However, in no event shall either party disclose any CONFIDENTIAL information or documents contrary to the terms of this Protective Order without a prior order of the Court allowing such disclosure.

6. This Order shall not affect the parties rights to use CONFIDENTIAL information in depositions or to file motions and other papers with the Court in this litigation and to offer into evidence any documents and information subject to this Order. All documents, testimony or parts thereof that have been designated as CONFIDENTIAL and that either party wants to be filed under seal must first file a motion with the Court demonstrating good cause that the documents need to be filed under seal. If the Court grants the motion then the identified CONFIDENTIAL documents

that are submitted to the Court prior to trial shall be contained in a sealed envelope or envelopes on which shall be noted the caption of the case, the nature of the contents and the phrase, "DOCUMENTS UNDER SEAL" in a conspicuous location. Such sealed documents shall be maintained in such condition by the Clerk subject to access and use for this action by the Court or counsel. Counsel should attempt to minimize the filing of exhibits under seal.

7. Within 60 days after the final conclusion of this case, all CONFIDENTIAL information and documents shall be returned to the producing party or destroyed by counsel, at the other party's direction. Confidential information and documents produced by a third party shall be destroyed within 60 days after the final conclusion of this case.

The restrictions of this Order regarding disclosure, use, delivery and or destruction of CONFIDENTIAL information and documents shall survive the termination of this case.


10/20/11


Magistrate Norah M. King

STIPULATED AND AGREED:

THE ISAAC FIRM, L.L.C

SQUIRE, SANDERS & DEMPSEY, LLP

By: 
Kendall Isaac (0079849)
Jamaal Redman (0081771)
Attorneys for Plaintiff


By: 
Susan M. DiMichele (0064837)
Traci L. Martinez (0083989)
Attorneys for Defendant

Exhibit A

AGREEMENT OF CONFIDENTIALITY

The undersigned acknowledges that he/she has read and understands the provisions of the *Stipulated Protective Order* and agrees not to disclose any confidential matter in the case of *Rush v. DuPont De Nemours and Company*, Case No. 2:11-CV-127, in the United States District Court for the Southern District of Ohio, entered the ___ day of _____, 2011, and agrees to be bound by the terms and conditions thereof.

I also agree to use the confidential matter solely in connection with my participation in this case. I also agree to return to counsel for the party supplying documents to me, in accordance with the Order, any such confidential materials as soon as my participation in the case is concluded.

Dated: _____

Signature

Print Name

Print Address